

A. G. Contract No. KR93 2375TRN
JPA No. 93-137
ECS File: JPA 94-37
Project: Engineering Survey Account
Section: Colorado City

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ARIZONA

AND

THE TOWN OF COLORADO CITY

THIS AGREEMENT is entered into 22 November, 1993, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the TOWN OF COLORADO CITY, acting by and through its MAYOR and TOWN COUNCIL (the "Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The Town is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Town.

3. The Town requests the State, as agent for the Town, to perform certain work and prepare certain documents required by the Federal Highway Administration to qualify certain highway, bridge and railroad grade crossing projects for and to receive Federal funds. Such future work, consisting of, but not specifically limited to, the review and approval of the Town prepared environmental documents, the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way related activities (when specifically authorized by, for and on behalf of the Town, and at no cost to the State) and such other related tasks essential to the achievement of the aforementioned objectives.

NO. <u>18222</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>11/22/93</u>
<u>Richard H. Hickey</u> Secretary of State
By <u>Vicki D. Greenman</u>

4. The only interest of the State in performing the work embraced herein is in the acquisition of Federal Funds for the use and benefit of the Town by reason of Federal law and regulations under which funds for the projects are authorized to be expended, and is acting as agent for the Town.

5. The estimated cost of the work shall be determined by procedures established in Local Government Engineer's Bulletin No. 91-3 dated 13 November 1991, which is attached hereto and made a part hereof, which funds the Town shall transmit to and deposit with the State for the purpose of funding the cost of the work performed by the State. The minimum estimated cost of work for any project is \$5000.00.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Subsequent to the deposit of sufficient funds by the Town, begin performance of the work that is required by the Federal Highway Administration to bring the projects to the construction stage.

b. Furnish all labor, materials, and equipment necessary to complete the work embraced herein when such resources are available.

c. Provide the Town a periodic statement of account identifying the projects for which work has been performed, the type and amount of expenditures, and the account balance. No statement will be provided if there is no activity on the account.

2. The Town will:

a. Provide the State with individual project requests to perform the necessary work on a project by project basis.

b. Deposit with the State sufficient funds for the cost of the work, all or any part of which will be used by the State to fund the cost of performing the work.

c. Solely bear the cost of the work embraced herein without State or Federal funds.

d. Insure that sufficient Town funds are available for the State to accomplish the work contemplated, and deposit with the State additional funds as may be required to complete the work. Such additional deposits will be made upon request of the State when the funds in the account have been depleted, or when the account balance is so low that funds for the cost of anticipated or ongoing work are not expected to be sufficient to cover the State's expenditures.

III. MISCELLANEOUS PROVISIONS

1. The State will not be obligated to perform the work contemplated herein or incur expenditures associated with such work when labor, materials or equipment are not available to the State.

2. The State assumes no financial obligation or liability under this agreement whatsoever. The Town assumes full responsibility for the adequacy and accuracy of environmental assessments and reports, the design, plans, specifications, reports, the engineering and geological testing in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the Town and that the Town hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, or the Town, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation and attorneys' fees.

3. The cost of any design, construction or construction engineering work covered by this Agreement is to be borne by the Town, but should some unforeseen condition or circumstance increase the cost of the work to be performed by the State in excess of the amount shown in the recital, the State shall not be obligated to incur any expenditure in excess of the Town's deposit.

4. This agreement shall remain in force and effect for a period of five years from the effective date, and will be automatically renewed for successive periods of five years, unless sooner terminated by either the Town or the State, or other competent authority.

5. This agreement shall become effective upon filing with the Secretary of State.

6. This agreement shall be cancelled in accordance with Arizona Revised Statutes Section 38-511.

7. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this agreement.

8. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

9. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation
Joint Project Administration
205 S. 17th Avenue - 616E
Phoenix, Arizona 85007

Town of Colorado City
Town Manager
25 S. Central Street
Colorado City, AZ 86021

9. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.


IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

TOWN OF COLORADO CITY

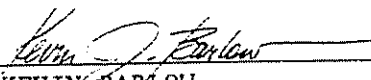
STATE OF ARIZONA

Department of Transportation

By 
DANIEL BARLOW
Mayor

By 
ROBERT P. MICKELSON
Deputy State Engineer

ATTEST:

By 
KEVIN BARLOW
Town Clerk

JPA 93-137

RESOLUTION

BE IT RESOLVED on this 20th day of September 1993, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Town of Colorado City, Arizona for the purpose of establishing a preliminary engineering survey account.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.



for LARRY S. BONINE
Director

RESOLUTION 93-33

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF COLORADO CITY, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR PRELIMINARY ENGINEERING SERVICES FOR ARIZONA AVE./389 PROJECT AND AUTHORIZING THE MAYOR TO SIGN.

WHEREAS, the Town has completed a Design Concept Report for a turn lane at Arizona Ave. and Highway 389, and

WHEREAS, through the Arizona Department of Transportation, Federal Aid Road Funds are available for such projects,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF COLORADO CITY, ARIZONA THAT the Mayor and Council, pursuant to A.R.S. 11-901, does hereby approve the Intergovernmental Agreement with the Arizona Department of Transportation for Agreement No. JPA 93-137, with \$5,000 being provided by the town for preliminary engineering services. Mayor Daniel Barlow is authorized to execute this agreement on behalf of the Town of Colorado City.

APPROVE AND ADOPTED by the Mayor and Council of the Town of Colorado City, Arizona, this 12th day of October, 1993.


Mayor

ATTEST:


Town Clerk

JPA 93-137

APPROVAL OF THE COLORADO CITY TOWN ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the TOWN OF COLORADO CITY and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

DATED this 13 day of October, 1993.



David Nuffer
Town Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

Local Government Bulletin 91-2

October 1, 1991

TO: All Project Sponsors, County Engineers, and City Engineers

FROM: MARK DANELOWITZ, P.E.
Local Government Engineer
Local Government Services

RE: Preliminary Engineering and Construction project matching funds submittal.

ADOT implemented a comprehensive transportation project cost accounting program (TRACS) in 1988 to handle the cost accounting for all ADOT and local government projects. We believe that all the bugs have been worked out of the program and we can now provide more timely and comprehensive project cost accounting and reporting information. In order to facilitate timely submittal of preliminary engineering and construction matching funds, the following procedures are being implemented for projects currently being developed and for the development of future projects yet to be submitted to ADOT for administration.

PRELIMINARY ENGINEERING

All local governments have executed an intergovernmental agreement with ADOT that outline procedures to recover the design review and bid package preparation costs by ADOT to administer the development and advertisement for bid of your highway construction projects. ADOT has no financial involvement in any local government project, and must recover its cost to administer your project in accordance with federal requirements. Local Government Services will request from Administrative Services Division, a federal-aid and TRACS project number when a Design Concept Report is submitted to ADOT. A determination will be made by Local Government Services of the estimated design review and bid preparation costs for the project. The project sponsor will receive a letter from Accounts Receivable Section of Administrative Services Division requesting that the sponsor send to ADOT the amount requested within 30 days. Based on our review of the costs to administer a majority of projects over the last three years, a minimum of \$5,000.00 will be required for all projects. Should project design review costs exceed your deposit during development of your project, Accounts Receivable Section will invoice you for the estimated costs to complete development of your project. At the conclusion of the preliminary engineering phase of the project, a final accounting of design review project costs will be made. You will be informed by letter from Accounts Receivable Section, of the final design review costs for your project. If any additional funds are required, a request for those funds will be included in the letter. Failure to provide ADOT with funds for preliminary engineering within 30 days, may jeopardize the continued development of your project.



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

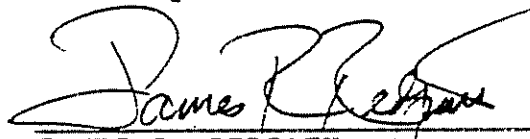
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR93-2375-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 10th day of November, 1993.

GRANT WOODS
Attorney General



JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
3290G